



STATE OF ARKANSAS  
Term Contract

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Vendor No. 100057912  
Contact GLEN MCLAREN  
Your reference SP-05-0371

FRIEDRICH AIR CONDITIONING CO  
US NATURAL RESOURCES INC  
PO Box 1540  
SAN ANTONIO TX 78295

Contract No. 4600008454  
Date 06/09/2005

Contact Curtis Gatewood  
Telephone 501-324-9320  
Fax 501-324-9311

Our ref. ST  
Incoterms FOB  
DESTINATION

Send Invoice To:

Ship To:

Valid from: 06/15/2005  
Valid to: 05/31/2006

**AS SPECIFIED ON STATE AGENCY  
OR COOPERATIVE PROCUREMENT  
PARTICIPANT PURCHASE ORDER**

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OR COOPERATIVE PROCUREMENT  
PARTICIPANT PURCHASE ORDER**

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE REQUEST FOR QUOTATION.

REFERENCE TRACKING NUMBER:SP-05-0371  
COMMODITY: AIR CONDITIONERS/HEAT PUMPS  
CONTRACT TYPE:NV(TERM)

CONTRACT PERIOD:JUNE 15,2005 THROUGH MAY 31, 2006

FRIEDRICH AIR CONDITIONING  
4200 N. PAN AM EXPRESSWAY  
SAN ANTONIO, TX 78218  
PHONE:800-541-6645  
FAX:210-357-4480  
E-MAIL:GMCLARENJ@FRIEDRICH.COM  
FED.ID#:94-2462111

DELIVERY SCHEDULE: 20 DAYS ARO

RESPONSE TIME:

The contractor shall have maximum of twenty-four (24) hours to respond to an agency request for service. Actual service shall begin in no more than twenty-four (24) hours after response. The service obligation of the contractor applies only to units located within the zone bid. If the vendor fails to respond as defined, the agency may file a formal complaint with the Office of State Procurement.

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

*Joseph A. Didalis*

06-15-05



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### ORDERING PROCEDURES:

All State Agencies issue purchase orders directly to the successful bidder for the applicable zone and class.

If a state agency requests 20 or more units at one time, a competitive firm bid, separate from this contract, may be issued subject to approval of the Office of State Procurement.

Bidders are encouraged to offer discounts for one time large orders of items. These discounts will not be considered in determining the low bid.

### AUTHORIZATION FOR SHIPMENT:

Purchase orders from the using agency will authorize shipment. If units are picked up at the successful vendor's location, the delivery charge will not be included on the purchase order and the using agency will not be liable for the delivery charge.

### EXTENSION CLAUSE:

Any contract awarded from the offering of these specifications will be subject to extension for a period not to exceed the original term of the contract. Any extension must be mutually agreed upon by the Office of State Procurement and the contractor. Two (2) extensions will be allowed under this contract. All prices must remain firm during the extension period. The Office of State Procurement will notify the contractor before expiration of the contract if an extension is requested.

### SPECIFICATIONS:

Bidder's offering must conform to the State of Arkansas's Specification Number 030-06-1 for Air Conditioners/Heat Pumps, Self Contained, Room, Revised April 3, 1997.

### PRICES:

Prices will be firm for the contract period.

### BIDDER'S QUESTIONNAIRE:

A Bidder's Questionnaire must be completed for each unit bid and submitted with the bid. Make extra copies as needed. Fill in blanks where applicable to unit bid.

### QUANTITIES:

For the 2005 Air Conditioner/Heat Pump Contract the units will be broken down into thirteen (13) individual classes based on BTU capacity and operational voltage.

Quantities listed covers the period of March 1, 2004 through February 28, 2005 Purchases and will be inclusive to enable a rough estimate for the 2005 contract period.

The Office of State Procurement recommends bidding more than one model for each size listed in situations where

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more efficient models are available.

It is the intention of the State that all agencies have access to the services of this contract. The bidder should be aware that many state departments have offices in all counties throughout the state; i.e., County Health Offices, Revenue, Driver Services, Social Services, etc., also State Parks, Boards, and Commissions.

No representation is hereby made by the State as to the exact number of room air conditioners/heat pumps which will be purchased under this contract. The State reserves the right to purchase the necessary machines in any quantity, at the unit prices quoted.

### RESPONSIBLE PARTY/SUMMARY TOTALS:

The awarded contractor(s) must provide the name, location, and phone number of the individual designated to represent the vendor in all matters pertaining to the contract during the life of the contract. This individual must also submit a report in writing upon request to the Office of State Procurement, P.O. Box 2940, Little Rock, AR 72203, ATTN: Curtis Gatewood. This report must include total sales by air conditioner/heat pump model and delivery location by agency or cooperative entity.

NORMA WILLIAMS

(NAME)

PO BOX 1540,SAN ANTONIO,TX 78295-1540

(ADDRESS)

800-541-6645 or 210-362-3867 ext.667

(PHONE NUMBER)

### SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS:

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants. Maximum and minimum order allowances will apply to such participants.

ITEMS #8,11,12, AND 13 WERE UNSUCCESSFUL BID.

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0010	10121855 AIR CONDITIONER,115V,MIN7500BTU FRIEDRICH #CP08A10, ACTUAL BTU/HR 7800,10.8 EER	3	each	255.00	\$ 765.00
0020	10121856 AIR CONDITIONER,115V,MIN 9900BTU FRIEDRICH #CP10A10, ACTUAL BTU/HR 10000,10.8 EER	7	each	220.00	\$ 1,540.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0030	10121857 AIR CONDITIONER,115V,MIN 11000BTU FRIEDRICH #CP12A10, ACTUAL BTU/HR 12000, 10.8 EER	3	each	255.00	\$ 765.00
0040	10121858 AIR CONDITIONER,115V,MIN 12500BTU FRIEDRICH #SS14L10, ACTUAL BTU/HR 14000, 10.7 EER	16	each	423.00	\$ 6,768.00
0050	10121859 AIR CONDITIONER,230/208V,MIN 12000/11700 FRIEDRICH #SS12L30, ACTUAL BTU/HR 12100/11900, 11.5/11.7 EER	5	each	404.00	\$ 2,020.00
0060	10121890 AIR CONDITIONER,230/208V,MIN 14000/13500 FRIEDRICH #SS16L30, ACTUAL BTU/HR 16200/15900, 9.8/9.6 EER	13	each	460.00	\$ 5,980.00
0070	10121891 AIR CONDITIONER,230/208V,MIN 18000/17500 FRIEDRICH #KM21L30, ACTUAL BTU/HR 20600/20200, 9.9/10.0 EER	4	each	535.00	\$ 2,140.00
0090	10121893 AIR CONDITIONER,230/208V,MIN 23500/23500 FRIEDRICH #SL25L30, ACTUAL BTU/HR 24600/24400, 9.7/9.7 EER	6	each	650.00	\$ 3,900.00
0100	10121894 AIR CONDITIONER,230/208V,MIN 30000/29000 FRIEDRICH #SL36L30, ACTUAL BTU/HR 36000/35700, 9.2/9.2 EER	3	each	840.00	\$ 2,520.00

CURTIS GATEWOOD  
501-324-9320  
EMAIL:curtis.gatewood@dfa.state.ar.us

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### OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. **GENERAL:** All terms and conditions stated in the invitation for bid govern this contract.
2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

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12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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